

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **JG5022**Due Date: **12/21/04 @ 3:00PM**

Date Sent: November 24, 2004

Agency ContractGoods and services to be purchased: **REQUEST FOR PROPOSAL TO ESTABLISH AND OPERATE A CHILD PROTECTION REGISTRY****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: JG5022

**Due Date: 12/21/04 @
3:00PM**

Vendor Name:

THE PURPOSE OF THIS REQUEST IS TO ENTER INTO A CONTRACT WITH A QUALIFIED FIRM TO ESTABLISH AND OPERATE A CHILD PROTECTION REGISTRY TO SATISFY THE REQUIREMENTS OF UTAH CODE TITLE 13, CHAPTER 39 PER THE ATTACHED REQUEST FOR PROPOSAL (RFP).

THIS RFP MAY RESULT IN AN AGENCY CONTRACT WITH A TERM OF UP TO 3 YEARS.

QUESTIONS REGARDING THE BID PROCESS MAY BE DIRECTED TO JARED GARDNER AT jaredgardner@utah.gov.

FOR ALL OTHER QUESTIONS PLEASE SEE THE QUESTION SECTION OF THE RFP DOCUMENT.

REFERENCE RX:670 5RX00000012: COMMODITY CODE (S): 20938, 91828, 91829

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to

meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL
CHILD PROTECTION REGISTRY
Solicitation # JG5022

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to establish and operate a Child Protection Registry to satisfy the requirements of Utah Code Title 13, Chapter 39. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

The Utah Legislature passed H.B. 165, Child Protection Registry, in 2004. The legislation goes into effect on July 1, 2005. Under the legislation, the Division of Consumer Protection is mandated either to establish and operate a child protection registry, or to contract with a third party for the registry.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Division of Consumer Protection in the Department of Commerce. The reference number for the transaction is Solicitation # JG5022. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

One original and seven identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of three years.

The contract may be extended beyond the original contract period for three years for each extension at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Thad LeVar via email at: tleva@utah.gov or via fax at: (801) 530-6001. Questions are due by 5:00 p.m. on 7 December 2004. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

1. **Establishment of the Child Protection Registry.** The contractor shall provide for the establishment of a registry in which a person may register an email address that belongs to a minor or to which a minor has access. The contractor also shall provide for the registration of a domain name of a school or other institution that primarily serves minors.
2. **Start up costs.** The Division of Consumer Protection has not been appropriated start up funds for the Child Protection Registry. When the Utah Legislature enacted the legislation, the Fiscal Note to the legislation stated that start up costs for the registry are expected to be donated. The contractor shall provide a detailed plan under which the contractor will obtain or recover start up costs. The contractor shall bear the risk of loss if the contractor does not obtain or recover start up costs.
3. **Privacy and security of email addresses.** The contractor shall provide for the privacy and security of email addresses contained within the registry. Proposals should detail privacy and security methods, and particularly should include how the contractor will address the privacy and security concerns raised in the June 2004 report by the Federal Trade Commission titled "National Do Not Email Registry: A Report to Congress." Proposals should detail how the contractor will ensure that employees and agents of the contractor will maintain the privacy and security of the registry. Proposals should include the method by which each person who registers an email address receives the disclosure required by UTAH CODE ANN. § 13-39-201(3)(c).
4. **Mechanism to verify compliance.** The contractor shall establish a mechanism by which a person desiring to send email messages with material prohibited by the legislation may verify that the person is not sending the email messages to addresses contained in the registry. Proposals should detail how this mechanism will be accomplished while maintaining privacy and security of both the registered addresses as well as any list of addresses provided by persons desiring to send messages.
5. **Ongoing costs.** The Division of Consumer Protection has not been appropriated funds for the ongoing costs for the Child Protection Registry. The ongoing costs are to be provided through fees paid by persons using the mechanism to verify compliance. The contractor shall establish a fee schedule, meeting the requirements of UTAH CODE ANN. § 63-38-3.2 under which the income from fees will be adequate to cover the ongoing costs. The contractor shall detail how the contractor will estimate the number of persons who will pay the fee to verify compliance, and how those fees will cover the ongoing costs. The contractor shall bear the risk of loss if fees do not cover ongoing costs.
6. **Future expansion.** The contractor shall coordinate with the Division of Consumer Protection to make recommendations to the Utah Legislature concerning the potential future expansion of the registry to include instant message identities, telephone numbers, facsimile numbers, and other electronic addresses.

PROPOSAL REQUIREMENTS AND OFFEROR QUALIFICATIONS

1. The offeror must provide a detailed resume of each individual who will work in a supervisory or management role with respect to the Child Protection Registry.
2. The offeror must establish that it has adequate financial resources to implement the work plan set forth in the proposal.
3. The offeror who receives the contract must be aware that the Child Protection Registry may, at some point, need to be transferred to the State. There is no current plan or intention for this to occur but the following are examples of events that may make this necessary:
 - a. A change in the current statute.
 - b. Failure to request renewal of the contract at the appropriate time.
 - c. Contractor's failure to adequately protect data contained in the system.
 - d. General failure of the system.
 - e. Contractor's failure to maintain a reasonable system response time to users.

If the Child Protection Registry needs to be transferred to the custody of the State at any time, the contractor will transfer the existing production server together with all necessary software, licenses, and application source codes. All items will become the property of the State and the contractor will provide sufficient assistance to ensure that the system is placed into production within the data center designated by the State within three working days.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired

overall performance expectations. Clearly indicate any options or alternatives proposed.

B. A specific point-by-point response, in the order listed, to each requirement in the RFP.

4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Cost.
30 %	Demonstrated ability to meet the scope of work, including in particular an ability to ensure the privacy and security of the Child Protection Registry.
15 %	Demonstrated technical capability and proven track record in the fields of privacy and technology.
15 %	Qualification and expertise of staff and contractors proposed for this project.
10 %	Performance references and analyses related to similar projects.

CHILD PROTECTION REGISTRY – SOLICITATION # JG5022

RFP EVALUATION SCORESHEET

Bidder: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

	Possible Points	Score (0-5)	Weight	Points
1. Scope of Work (30 points)				
Technical ability to ensure privacy and security	20		× 4	
Ability to verify compliance	5		×1	
Ability for future expansion	5		×1	
2. Technical capability/Track record (15 points)				
Examples of past similar projects	10		×2	
Financial stability	5		×1	
3. Staff qualifications and expertise (15 points)				
Measures to ensure staff will guard the privacy and security of the registry	10		×2	
Experience of staff in similar projects	5		×1	
4. Performance references and analyses related to similar projects. (10 points)	10		×2	
5. Cost (30 points)	30			*Purchasing Division
TOTAL EVALUATION POINTS	100		TOTAL	

* Purchasing will use the following cost formula: The proposal price will consist of (start up costs + total of three years of ongoing costs). The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their proposed price is than the lowest proposed price. An offeror whose proposed price is more than double (200%) the lowest proposed price will receive no points. The formula to compute the points is: Cost points × (2 – proposed price/lowest proposed price).

**CHILD PROTECTION REGISTRY – SOLICITATION #JG5022
COST PROPOSAL**

Bidder Name: _____

1. **Start up costs.** (The bidder bears the risk of loss if the contractor does not obtain or recover cover start up costs.)

Provide the start up costs to establish the Child Protection Registry.

\$ _____

2. **Ongoing Costs.** (The bidder bears the risk of loss if fees do not cover operation costs.)

- a. Provide the maintenance and operation costs for Year 1.

\$ _____

- b. Provide the maintenance and operation costs for Year 2.

\$ _____

- c. Provide the maintenance and operation costs for Year 3.

\$ _____